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18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA
20

21 TERESA HURKA-RAMIREZ, an
22 individual,
23 Plaintiff,
24 vs.
25 THE BOEING COMPANY, a
26 corporation, and DOES 1 through 100,
27 inclusive,
28 Defendants.

Case No. 2:17-cv-03347-AB-RAO

**STIPULATED PROTECTIVE
ORDER**

Complaint Filed: March 24, 2017
Trial Date: None Set

1 Plaintiff Teresa Hurka-Ramirez ("Plaintiff") and Defendant The Boeing
2 Company ("Defendant") (collectively, the "Parties"), by and through their
3 respective counsel, hereby stipulate and agree as follows:

4 1. A. PURPOSES AND LIMITATIONS

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may
8 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
9 enter the following Stipulated Protective Order. The Parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends
12 only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve sensitive governmental information, including
16 but not limited to contracts and other information that may implicate documents
17 and materials that require governmental security clearance, trade secrets, customer
18 and pricing lists and other valuable research, development, commercial, financial,
19 technical and/or proprietary information for which special protection from public
20 disclosure and from use for any purpose other than prosecution of this action is
21 warranted. Such confidential and proprietary materials and information consist of,
22 among other things, confidential business or financial information, information
23 regarding confidential business practices, or other confidential research,
24 development, or commercial information (including information implicating
25 privacy rights of third parties), information otherwise generally unavailable to the
26 public, or which may be privileged or otherwise protected from disclosure under
27 state or federal statutes, court rules, case decisions, or common law. This action is
28 also likely to involve the medical records, personnel file, and private and/or

1 personal information of Plaintiff. Accordingly, to expedite the flow of information,
2 to facilitate the prompt resolution of disputes over confidentiality of discovery
3 materials, to adequately protect information the Parties are entitled to keep
4 confidential, to ensure that the Parties are permitted reasonable necessary uses of
5 such material in preparation for and in the conduct of trial, to address their handling
6 at the end of the litigation, and serve the ends of justice, a protective order for such
7 information is justified in this matter. It is the intent of the Parties that information
8 will not be designated as confidential for tactical reasons and that nothing be so
9 designated without a good faith belief that it has been maintained in a confidential,
10 non-public manner, and there is good cause why it should not be part of the public
11 record of this case.

12 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER
13 SEAL

14 The Parties further acknowledge, as set forth in Section 12.3, below, that this
15 Stipulated Protective Order does not entitle them to file confidential information
16 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed
17 and the standards that will be applied when a party seeks permission from the court
18 to file material under seal.

19 There is a strong presumption that the public has a right of access to judicial
20 proceedings and records in civil cases. In connection with non-dispositive motions,
21 good cause must be shown to support a filing under seal. *See Kamakana v. City*
22 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
23 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
24 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
25 orders require good cause showing), and a specific showing of good cause or
26 compelling reasons with proper evidentiary support and legal justification, must be
27 made with respect to Protected Material that a party seeks to file under seal. The
28 Parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL

1 does not – without the submission of competent evidence by declaration,
2 establishing that the material sought to be filed under seal qualifies as confidential,
3 privileged, or otherwise protectable – constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,
5 then compelling reasons, not only good cause, for the sealing must be shown, and
6 the relief sought shall be narrowly tailored to serve the specific interest to be
7 protected. *See Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
8 2010). For each item or type of information, document, or thing sought to be filed
9 or introduced under seal in connection with a dispositive motion or trial, the party
10 seeking protection must articulate compelling reasons, supported by specific facts
11 and legal justification, for the requested sealing order. Again, competent evidence
12 supporting the application to file documents under seal must be provided by
13 declaration.

14 Any document that is not confidential, privileged, or otherwise protectable in
15 its entirety will not be filed under seal if the confidential portions can be redacted.
16 If documents can be redacted, then a redacted version for public viewing, omitting
17 only the confidential, privileged, or otherwise protectable portions of the document,
18 shall be filed. Any application that seeks to file documents under seal in their
19 entirety should include an explanation of why redaction is not feasible.

20 2. DEFINITIONS

21 2.1 Action: refers to the Complaint filed by Plaintiff's attorney(s) on or
22 about March 24, 2017, in the Superior Court for the State of California, County of
23 Los Angeles, designated as Case No. BC655430, and removed to the United States
24 District Court for the Central District of California, currently designated as Case
25 No. 2:17-cv-03347-AB-RAO.

26 2.2 Challenging Party: a Party or Non-Party that challenges the
27 designation of information or items under this Order.
28

1 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
4 the Good Cause Statement.

5 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well
6 as their support staff).

7 2.5 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”

10 2.6 Disclosure or Discovery Material: all items or information, regardless
11 of the medium or manner in which it is generated, stored, or maintained (including,
12 among other things, testimony, transcripts, and tangible things), that are produced
13 or generated in disclosures or responses to discovery in this matter.

14 2.7 Expert: a person with specialized knowledge or experience in a matter
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as
16 an expert witness or as a consultant in this Action.

17 2.8 In-House Counsel: attorneys who are employees of a party to this
18 Action. In-House Counsel does not include Outside Counsel of Record or any
19 other outside counsel.

20 2.9 Non-Party: any natural person, partnership, corporation, association,
21 or other legal entity not named as a Party to this action.

22 2.10 Outside Counsel of Record: attorneys who are not employees of a
23 party to this Action but are retained to represent or advise a party to this Action and
24 have appeared in this Action on behalf of that party or are affiliated with a law firm
25 that has appeared on behalf of that party, and includes support staff.

26 2.11 Party: any party to this Action, including all of its officers, directors,
27 employees, consultants, retained experts, and Outside Counsel of Record (and their
28 support staffs).

1 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
2 Discovery Material in this Action.

3 2.13 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.14 Protected Material: any Disclosure or Discovery Material that is
8 designated as "CONFIDENTIAL."

9 2.15 Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 3. SCOPE

12 The protections conferred by this Stipulation and Order cover not only
13 Protected Material (as defined above), but also (1) any information copied or
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or
15 compilations of Protected Material; and (3) any testimony, conversations, or
16 presentations by Parties or their Counsel that might reveal Protected Material.

17 Any use of Protected Material at trial shall be governed by the orders of the
18 trial judge. This Order does not govern the use of Protected Material at trial.

19 4. DURATION

20 Even after final disposition of this litigation, the confidentiality obligations
21 imposed by this Order shall remain in effect until a Designating Party agrees
22 otherwise in writing or a court order otherwise directs. Final disposition shall be
23 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
24 with or without prejudice; and (2) final judgment herein after the completion and
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
26 including the time limits for filing any motions or applications for extension of time
27 pursuant to applicable law.
28

1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under
4 this Order must take care to limit any such designation to specific material that
5 qualifies under the appropriate standards. The Designating Party must designate for
6 protection only those parts of material, documents, items or oral or written
7 communications that qualify so that other portions of the material, documents,
8 items or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (e.g., to unnecessarily encumber the case development process or to
13 impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) for information in documentary form (e.g., paper or electronic
25 documents, but excluding transcripts of depositions or other pretrial or trial
26 proceedings), that the Producing Party affix at a minimum, the legend
27 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
28 contains protected material. If only a portion of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the
8 documents it wants copied and produced, the Producing Party must determine
9 which documents, or portions thereof, qualify for protection under this Order.

10 Then, before producing the specified documents, the Producing Party must affix the
11 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
12 portion of the material on a page qualifies for protection, the Producing Party also
13 must clearly identify the protected portion(s) (e.g., by making appropriate markings
14 in the margins).

15 (b) for testimony given in depositions that the Designating Party
16 identifies the Disclosure or Discovery Material on the record, before the close of
17 the deposition all protected testimony.

18 (c) for information produced in some form other than documentary
19 and for any other tangible items, that the Producing Party affix in a prominent place
20 on the exterior of the container or containers in which the information is stored the
21 legend "CONFIDENTIAL." If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify the
23 protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
25 failure to designate qualified information or items does not, standing alone, waive
26 the Designating Party's right to secure protection under this Order for such
27 material. Upon timely correction of a designation, the Receiving Party must make
28

1 reasonable efforts to assure that the material is treated in accordance with the
2 provisions of this Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
5 designation of confidentiality at any time that is consistent with the Court's
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
8 resolution process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on
10 the Designating Party. Frivolous challenges, and those made for an improper
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
12 parties) may expose the Challenging Party to sanctions. Unless the Designating
13 Party has waived or withdrawn the confidentiality designation, all Parties shall
14 continue to afford the material in question the level of protection to which it is
15 entitled under the Producing Party's designation until the Court rules on the
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a Non-Party in connection with this
20 Action only for prosecuting, defending or attempting to settle this Action. Such
21 Protected Material may be disclosed only to the categories of persons and under the
22 conditions described in this Order. When the Action has been terminated, a
23 Receiving Party must comply with the provisions of section 13 below (FINAL
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a
26 location and in a secure manner that ensures that access is limited to the persons
27 authorized under this Order.

28

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
2 otherwise ordered by the court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 "CONFIDENTIAL" only to:

5 (a) the Receiving Party's Outside Counsel of Record in this Action,
6 as well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including In-House
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
10 Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to
12 whom disclosure is reasonably necessary for this Action and who have signed the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (d) the court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and
17 Professional Vendors to whom disclosure is reasonably necessary for this Action
18 and who have signed the "Acknowledgment and Agreement to Be Bound"
19 (Exhibit A);

20 (g) the author or recipient of a document containing the information
21 or a custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses,
23 in the Action to whom disclosure is reasonably necessary provided: (1) the
24 deposing party requests that the witness sign the form attached as Exhibit A hereto;
25 and (2) they will not be permitted to keep any confidential information unless they
26 sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
27 otherwise agreed by the Designating Party or ordered by the court. Pages of
28 transcribed deposition testimony or exhibits to depositions that reveal Protected

1 Material may be separately bound by the court reporter and may not be disclosed to
2 anyone except as permitted under this Stipulated Protective Order; and,
3 (i) any mediator or settlement officer, and their supporting
4 personnel, mutually agreed upon by any of the Parties engaged in settlement
5 discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
7 IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 "CONFIDENTIAL," that Party must:

11 (a) promptly notify in writing the Designating Party. Such
12 notification shall include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or
14 order to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall
16 include a copy of this Stipulated Protective Order; and,

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this
21 action as "CONFIDENTIAL" before a determination by the court from which the
22 subpoena or order issued, unless the Party has obtained the Designating Party's
23 permission. The Designating Party shall bear the burden and expense of seeking
24 protection in that court of its confidential material and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action
26 to disobey a lawful directive from another court.
27
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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in
12 writing the Designating Party of the unauthorized disclosures, (b) use its best
13 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
14 person or persons to whom unauthorized disclosures were made of all the terms of
15 this Order, and (d) request such person or persons to execute the "Acknowledgment
16 and Agreement to Be Bound" that is attached hereto as Exhibit A.

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other
21 protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
23 whatever procedure may be established in an e-discovery order that provides for
24 production without prior privilege review. Pursuant to Federal Rule of
25 Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of
26 disclosure of a communication or information covered by the attorney-client
27 privilege or work product protection, the Parties may incorporate their agreement in
28 the stipulated protective order submitted to the court.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on
8 any ground to use in evidence of any of the material covered by this Protective
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Local Civil Rule 79-5. Protected Material
12 may only be filed under seal pursuant to a court order authorizing the sealing of the
13 specific Protected Material at issue. If a Party's request to file Protected Material
14 under seal is denied by the court, then the Receiving Party may file the information
15 in the public record unless otherwise instructed by the court.

16 13. FINAL DISPOSITION

17 After the final disposition of this Action, as defined in paragraph 4, within 60
18 days of a written request by the Designating Party, each Receiving Party must
19 return all Protected Material to the Producing Party or destroy such material. As
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,
21 compilations, summaries, and any other format reproducing or capturing any of the
22 Protected Material. Whether the Protected Material is returned or destroyed, the
23 Receiving Party must submit a written certification to the Producing Party (and, if
24 not the same person or entity, to the Designating Party) by the 60 day deadline that
25 (1) identifies (by category, where appropriate) all the Protected Material that was
26 returned or destroyed and (2) affirms that the Receiving Party has not retained any
27 copies, abstracts, compilations, summaries or any other format reproducing or
28 capturing any of the Protected Material. Notwithstanding this provision, Counsel

1 are entitled to retain an archival copy of all pleadings, motion papers, trial,
2 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
3 and trial exhibits, expert reports, attorney work product, and consultant and expert
4 work product, even if such materials contain Protected Material. Any such archival
5 copies that contain or constitute Protected Material remain subject to this Protective
6 Order as set forth in Section 4 (DURATION).

7 **14. VIOLATION**

8 Any violation of this Order may be punished by appropriate measures
9 including, without limitation, contempt proceedings and/or monetary sanctions.

10
11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12 DATED: September 1, 2017

13 /s/ Geniene B. Stillwell

14 STILLWELL LAW OFFICE, P.C.

15 Geniene B. Stillwell

16 Freda Tjoarman

17 freda@stillwelllawoffice.com

18 Attorneys for Plaintiff

19 TERESA HURKA-RAMIREZ

20 DATED: September 1, 2017

21 /s/ David Rosenberg

22 MORGAN, LEWIS & BOCKIUS LLP

23 Jason S. Mills

24 Hien Nguyen

25 David Rosenberg

26 Attorneys for Defendant

27 THE BOEING COMPANY

IT IS SO ORDERED.

DATED: 9/5/2017

Rozella A. Quinn

28 UNITED STATES MAGISTRATE JUDGE

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

HON. ROZELLA A. OLIVER
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____, declare under penalty of perjury that I have read in
4 its entirety and understand the Stipulated Protective Order that was issued by the
5 United States District Court for the Central District of California on [date] in the
6 case of *Teresa Hurka-Ramirez v. The Boeing Company, et al.*, Case No. 2:17-cv-
7 03347-AB-RAO. I agree to comply with and to be bound by all the terms of this
8 Stipulated Protective Order and I understand and acknowledge that failure to so
9 comply could expose me to sanctions and punishment in the nature of contempt. I
10 solemnly promise that I will not disclose in any manner any information or item
11 that is subject to this Stipulated Protective Order to any person or entity except in
12 strict compliance with the provisions of this Order. I further agree to submit to the
13 jurisdiction of the United States District Court for the Central District of California
14 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
15 such enforcement proceedings occur after termination of this action. I hereby
16 appoint _____ of _____ [print
17 or type full address and telephone number] as my California agent for service of
18 process in connection with this action or any proceedings related to enforcement of
19 this Stipulated Protective Order.

20
21 Date: _____

22 City and State where signed: _____

23
24 Printed name: _____

25 Signature: _____